

EXHIBIT 1

The below is an unofficial transcript of certain relevant parts of the October 27, 2017 hearing in the US Bankruptcy Court, Northern District of Mississippi, in Case No. 11-13463-NPO, re: Maritime Communications/Land Mobile LLC, Debtor. The person who transcribed the audio on the following pages is Dana Cole, who provides contract service to Havens and lives in Lake Delton, WI.

On pages 10-17, bars have been placed in the left margin to indicate relevant testimony.

Once Appellants have an official transcript for this hearing, they will provide it to the FCC, however, the FCC can also obtain the audio from the Court to confirm the below.

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EXCERPT: TESTIMONY OF ROBERT KELLER UNDER QUESTIONS BY WARREN HAVENS

1 [Time on tape: 0:53:13.0] MR. GENO: Mr.

2 Keller, have you represented Maritime Communications
3 Land Mobile, the debtor in this case, in connection
4 with FCC proceedings for a number of years?

5 MR. KELLER: Yes, since the, since the time
6 shortly after the Hearing Designation Order in Docket
7 11-71.

8 MR. GENO: And you had been approved by the
9 Court as counsel, special counsel to the debtor, is
10 that correct?

11 MR. KELLER: That's correct.

12 MR. GENO: With respect to FCC matters?

13 MR. KELLER: That's correct.

14 MR. GENO: Thank you.

15 MR. HAVENS: Your Honor, I object to counsel
16 for Maritime's, the debtor, testifying as a witness.

17 THE COURT: On what basis?

18 MR. HAVENS: On the basis that counsel for a
19 party should not be a witness, whether on an expert

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1 basis or otherwise. Counsel, Mr. Keller, could
2 argue, but he shouldn't be a witness.

3 [0:54:12.9] THE COURT: Overruled.

4 [The section of the tape between 0:54:13.2 to
5 1:09:06.8 has not been transcribed herein - it
6 contains questions by Geno to Keller about Keller's
7 experience with the FCC and in FCC Docket 11-71]

8 [1:09:06.8] THE COURT: Cross examination? Do
9 you have a question?

10 MR. HAVENS: Yes, Your Honor. Mr. Keller, are
11 you testifying that the abandoned or terminated site-
12 based licenses for whatever cause that Maritime I say
13 admitted to or you say voluntarily terminated in the
14 areas where Maritime held geographic licenses are
15 identical under FCC law? Don't they have different
16 call signs?

17 MR. KELLER: They have different call signs.
18 What I'm saying is, the authority authorized....

19 MR. HAVENS: [Unclear - simultaneous talking]

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1 [1:10:24.8] THE COURT: [UNCLEAR -
2 SIMULTANEOUS TALKING] When he's answering, you don't
3 talk.

4 MR. HAVENS: OK.

5 MR. KELLER: The authority, with very minor
6 exceptions, probably, to the best of my knowledge,
7 none of which are applicable as to any of these
8 licenses, the authority granted by the incumbent
9 licenses that were being terminated, that same
10 authority also already existed under the geographic
11 license.

12 The geographic license authorized operation
13 within the same contour area and on the same
14 spectrum. So by terminating a license, Maritime lost
15 no net operating authority.

16 MR. HAVENS: Why does the FCC...? Why did
17 Maritime not, as soon as it acquired the geographic
18 licenses, turn in what you appear to be testifying to
19 be redundant or useless site-based licenses?
20

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1 [1:11:19.1] MR. KELLER: Well, as I said
2 before, with very minor exceptions, there are certain
3 limited exceptions where there might be some minor
4 benefit to having the incumbent license as well. But
5 usually those have to do with such things as
6 coordination with Canada or Mexico or things like
7 that. And without sitting here going through each
8 and every license, I don't know.

9 So rather than sort of terminating the
10 license at that point.... That made no difference.
11 Up to the time when we were actually into litigation,
12 it made no difference. I mean, the licenses were
13 there. But when it came down to the point, are we
14 going to litigate as to each of these, then the
15 decision was that it would just be better to
16 terminate them so as to avoid having to deal with all
17 the discovery and evidentiary issues about licenses
18 that were redundant.

19 MR. HAVENS: Am I correct that the geographic
20 licenses were obtained in the FCC Auction 61

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1 conducted in 2015 and issued to Maritime in the year
2 2016?

3 [1:12:25.3] MR. KELLER: I believe you're....
4 You're certainly correct that it was Auction 61,
5 which I.... I think you're correct. I'm not a
6 hundred percent sure when they were actually issued,
7 but yes, I believe that's correct.

8 MR. HAVENS: And is it your testimony, then,
9 that Maritime chose to maintain the operations, which
10 cost money, and to maintain its position in extensive
11 hearings in Docket 11-71 until a time in the year, I
12 think it was mid-year, 2015, when, according to your
13 testimony, it then chose to give up two sets of the
14 geographic licenses, the ones you characterized as
15 subsumed in the geographic licenses, and then after
16 that, a number of others, except for sixteen, that
17 were not subsumed in that long period of time? Is
18 that correct?

19 MR. KELLER: Yeah, I believe the first group,
20 the subsumed cancellations, I believe may have been

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1 as early as, it may have been as early as 2012, but
2 certainly, by 2013. And the second group of
3 terminations, I think, was in 2014.

4 [1:13:47.9] MR. HAVENS: Thank you. Am I
5 correct you are, you are counsel for FCC matters to
6 the debtor and during the period of time we're
7 discussing in the FCC Docket 11-71, which commenced
8 in 2015 and was only terminated a month or so ago,
9 you have been Maritime's counsel.

10 MR. KELLER: I've been Maritime's counsel in
11 connection with the Hearing proceedings, yes.

12 MR. HAVENS: In that role[?], under FCC law,
13 would a debtor-in-possession, under the..., governed
14 by a bankruptcy court, need to get court approval to
15 take actions before the FCC to change its licenses or
16 enter a stipulation regarding their existence or non-
17 existence or to abandon them or terminate them?

18 MR. KELLER: Not being a bankruptcy lawyer, I
19 couldn't say. I mean, I wouldn't....

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1 [1:14:57.5] MR. HAVENS: No, I'm asking only
2 FCC law, for a debtor-in-possession....

3 MR. KELLER: But you're asking if.... You're
4 asking me as an FCC lawyer whether I need bankruptcy
5 approval to do things at the FCC. I don't know.
6 Whatever I.... If I suspect that there may be an
7 issue, I would consult with bankruptcy counsel and go
8 by that guidance. I would not form an independent
9 judgment on my own as to what was or wasn't permitted
10 under bankruptcy law.

11 MR. HAVENS: Am I not correct that any FCC
12 licensee, prior to going into Chapter 11, I mean,
13 when it goes into Chapter 11, it requires an FCC
14 application for the FCC to accept that transfer of
15 control from the pre-petition, pre-bankruptcy entity
16 to the post-petition debtor-in-possession?

17 MR. KELLER: That's almost correct. That is
18 almost correct. What happens in the case of a
19 bankruptcy is what the FCC calls an "involuntary pro
20 forma assignment or transfer", because the assignment

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1 or transfer from the pre-petition entity to either
2 the debtor-in-possession or, say, a trustee in the
3 case of Chapter 7, is deemed by the FCC to have
4 already occurred by operation of law, and it is
5 incumbent upon the licensee to at that point file a
6 pro forma involuntary assignment application with the
7 FCC to formally change over the license. And that
8 was done in this case.

9 [1:16:31.5] MR. HAVENS: Is the application to
10 the FCC ministerial or is it actually required? And
11 if not submitted and approved, is that a violation?

12 MR. KELLER: No, it's not.... It's submitted.
13 It's a notification in effect. It's almost the same
14 as if I held the licenses, an individual, sole
15 proprietor, and I die. Well, then my estate is now
16 the licensee, but they still have to go and file
17 formal papers with the FCC.

18 So I would not say it's purely ministerial,
19 and I would not say.... It is required, but I would

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1 not say that there's any sort of violation involved.

2 It's just a thing that you have to take care of.

3 [1:17:13.3] MR. HAVENS: I believe I meant to
4 say, question whether, if that application was not
5 submitted and approved by the FCC, what is the...?

6 MR. KELLER: There is no.... If the
7 application were not submitted within a certain
8 period of time, and sitting here, I'm not sure what
9 that is, but my guess is going to be it's something
10 like thirty days, there might be a technical
11 violation. It is not something that is approved by
12 the FCC, though. It is accepted. That's the nature
13 of the involuntary pro forma aspect of it. It is
14 just accepted by the FCC. They acknowledge.... When
15 we filed the application to assign the licenses from
16 Maritime to the debtor-in-possession, the action the
17 FCC took was to accept the application. There was no
18 approval process.

19 MR. HAVENS: And the FCC.... It's your
20 testimony the FCC must accept that at face value?

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1 [1:18:06.4] MR. KELLER: I don't know what
2 choice they really have. I mean, I guess I suppose
3 if they found it to be false in some way or
4 erroneous, they might do something. But my point is,
5 they're dealing with a situation about something that
6 has already occurred, so in that sense, yes, it's
7 ministerial. The entity has changed. I mean, again,
8 I'm not a bankruptcy lawyer, but my understanding is
9 that for some purposes the debtor-in-possession is
10 deemed to be a different entity from the pre-petition
11 party, so something has to be papered at the FCC to
12 reflect the new licensee.

13 MR. HAVENS: Thank you. Regarding the second
14 group of abandoned, what I call abandoned.... Now,
15 I'm not testifying, so I want.... I'm asking
16 questions. Are you testifying that when Maritime,
17 before Administrative Law Judge Sippel, at a point in
18 2015 entered a fact stipulation with the Enforcement
19 Bureau that Maritime had several years prior to that
20 date chosen to abandon operations of those, that

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1 group of licenses, which then terminated by action of
2 law, is that what you call "voluntary decision"?

3 [1:19:38.0] MR. KELLER: Well, first of all,
4 let me clarify a couple of things. I'm not.... No.
5 I don't think I agree with what was the gist of what
6 I heard you say. But first of all, I might well be
7 wrong about the dates. You may know better than
8 that. When was the hearing, the trial on which....

9 THE COURT: You can't ask him questions.

10 MR. KELLER: Oh, I.... You said, 2015. I
11 thought it was 2014. But when...? The stipulation
12 in question was done prior to the trial on Issue G,
13 which I thought was late 2014. But no, it is not my
14 position that Maritime admitted to having terminated
15 those licenses or permanently discontinued them years
16 earlier. Our position before the Judge and our
17 position here is that Maritime made the decision at
18 the time of entering into that stipulation and making
19 that finding with Judge Sippel. At that point they
20 decided, "OK, now we permanently abandon these

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1 licenses or terminate these licenses. We now
2 surrender these licenses for cancellation."

3 [1:20:33.7] Up to that time Maritime never
4 intended to permanently discontinue. They always
5 intended to continue to pursue these licenses in the
6 future, and that's the position that they took. And
7 it was only as a tactical decision made at that time
8 that they changed that position. So that's the part
9 that I take issue with. There was no admission of
10 any permanent discontinuance years earlier or even
11 weeks or months earlier for that matter.

12 MR. HAVENS: Thank you. Am I not correct that
13 in that proceeding, and you may be right, it was a
14 point in 2014, that, I'll try to break this down into
15 several questions, that Maritime entered a fact
16 stipulation with the Enforcement Bureau regarding all
17 but sixteen of the then remaining site-based
18 licenses?

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1 [1:21:25.2] MR. KELLER: I think we entered
2 into a stipulation even as to the sixteen as well,
3 various facts relating to each one, yes.

4 MR. HAVENS: I'm just asking the sixteen, all
5 but the sixteen. It was a factual stipulation.

6 MR. KELLER: Well, yeah, I mean that's what a
7 stipulation.... A stipulation of fact, right.

8 MR. HAVENS: Yes, well, OK, thank you. And
9 could you please summarize the facts, except for
10 those sixteen, that were stipulated to?

11 MR. KELLER: Well, it's a very long
12 stipulation, the final one, because it goes, it goes
13 site by site and talks about what the facility is,
14 the point at which service to customers was continued
15 and when it wasn't, and there were various different
16 dates as to when certain, operation of certain
17 facilities may have ceased. So I mean.... But
18 basically, it was site by site by site, a stipulation
19 of the facts on the ground, that "Here's the
20 facility. Here's when it provided service to end-

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1 user customers, AMTS customers. Here's when it
2 stopped. Here's when the facility was operational
3 until a certain date." But it was, you know....
4 You'd have to go through the actual stipulation. But
5 it goes.... It's very.... It's very detailed,
6 because the Bureau insisted on, based on the
7 information collected in discovery, laying out the
8 facts as to each one of those locations.

9 [1:22:45.5] MR. HAVENS: Am I not correct that
10 for those stations but for the sixteen, Maritime
11 stipulated with the Enforcement Bureau as to a fact
12 at a point in time several years before as the date
13 in which Maritime asserted as a fact that it had
14 abandoned any..., abandoned permanent operations and
15 therefore, as a matter of FCC law under FCC Rule
16 1.946 and 1.955, those stations terminated by action
17 of law? Isn't that what Maritime as a fact submitted
18 to Judge Sippel with the stipulation of the
19 Enforcement Bureau?

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1 [1:23:34.1] MR. KELLER: No, it is not. What
2 Maritime stipulated to were facts, not legal
3 conclusions from those facts. Maritime
4 stipulated.... For example, as to most of the
5 stations, not all, as to most of the stations, we
6 stipulated that Maritime ceased providing service to
7 end user AMTS clients as of December 20, 2007. That
8 was a fact that was stipulated to.

9 In so stating, Maritime was not conceding
10 that that constituted permanent discontinuance. As
11 to certain stations, we further stated that Maritime
12 maintained, maintained operational status of the
13 physical facilities in many of the stations even up
14 to the time of the stipulation. Some of them were
15 earlier. We might have said till 2010.

16 But again, we did not.... See, the question
17 of whether or not discontinuance was permanent or not
18 is a question of law, not a question of fact. We
19 stipulated with the Bureau as to all the various
20 facts. The Bureau.... And we.... First of all, the

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1 stipulation was not intended to, nor should it be, a
2 resolution of legal issues, number one. Quite
3 frankly, I don't know that we agreed with the Bureau
4 on the legal determination.

5 [1:24:52.5] Judge Sippel specifically did not
6 make a finding, and I believe, over your objection,
7 did not make a finding as to when any permanent
8 discontinuance may have happened. He just said,
9 "This is.... It's not being terminated. It is
10 permanent discontinuance as of now, and therefore the
11 issue is moot."

12 But no, there was absolutely no stipulation
13 nor was there ever any concession that there was any
14 permanent discontinuance prior to the time of the
15 stipulation.

16 THE COURT: Let's move on.

17 MR. HAVENS: Am I correct that your testimony
18 discussed the New Jersey action in which I was a
19 plaintiff and the Third Circuit Appeal that I took of
20 the decision?

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1 [1:25:54.6] MR. KELLER: I'm sorry. I missed
2 the first part of what you said.

3 MR. HAVENS: Am I correct that your testimony
4 involved the U.S. District Court Action in New Jersey
5 in which I was a plaintiff and Maritime was a
6 defendant?

7 MR. KELLER: What testimony?

8 MR. HAVENS: Excuse me?

9 MR. KELLER: What testimony?

10 MR. HAVENS: Today. You didn't testify today?

11 MR. KELLER: I'm not sure that I said anything
12 about that. Maybe I did, but I.... Did I say
13 anything about the New Jersey action? I mean, I'll
14 answer a question about it, but I don't think I said
15 anything about it yet.

16 MR. HAVENS: I'll move on if you didn't
17 testify to that. Am I correct you testified that
18 you're not aware of any new FCC actions that took
19 place after those that Mr. Geno commented upon by

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1 delivering various exhibits which I referred to in my
2 pleading before the Court?

3 [1:27:30.0] MR. KELLER: I'm not....

4 MR. HAVENS: I'll be more specific. Are you
5 aware that the FCC Wireless Bureau placed on a public
6 notice for parties, including myself, to submit a
7 challenge or a petition to deny assignments from
8 Choctaw to a number of third-parties, which I think
9 were all various types of energy companies, roughly
10 three months ago?

11 MR. KELLER: I do have some familiarity with
12 that. My recollection is, and I was not directly
13 involved in that, but my recollection is that that
14 had to do with a housekeeping matter of getting the
15 assignor, which had been Maritime, renamed as
16 Choctaw, who could now step into the shoes of
17 Maritime so that they could then process those
18 assignment applications. So I believe the public
19 notice to which you refer related to that. In other
20 words, we're changing the assignor from Maritime to

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1 Choctaw, and so it's now Choctaw assigning these
2 licenses to Puget Sound Energy or whomever.

3 [1:28:49.2] MR. HAVENS: And who made that
4 change?

5 MR. KELLER: Well, I think again.... My view
6 is that that would be a change that sort of
7 effectively happened by operation of law once the
8 assignment was consummated. But in the paper at the
9 FCC we still had applica.... All of this has to do
10 with the fact that for many years the FCC has done
11 electronic filing to the ULS, and so sometimes
12 something happens in one place that doesn't get
13 reflected elsewhere. The FCC had approved....

14 MR. HAVENS: That's not my question.

15 MR. KELLER: OK.

16 THE COURT: OK, well, I'm going to let him
17 finish.

18 MR. HAVENS: OK.

19 MR. KELLER: The FCC had approved the
20 assignment to Choctaw. That was reflected on the

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1 ULS, but that.... Idiosyncrasies having to do with
2 the internal programming did not pick up the fact
3 that there were pending applications that also needed
4 to move along with that. I mean, if you think about
5 it, if they're assigning to Choctaw the license, then
6 obviously the pending application from Maritime to
7 assign a license that it no longer has, has to be
8 changed, and that's what that public notice was
9 about. It was about just to put the public on notice
10 that the assignor is now Choctaw rather than Maritime.

11 [1:30:30.9] MR. HAVENS: Is there anything....
12 Am I correct, that public notice listed application
13 file numbers?

14 MR. KELLER: I'm sure it did. I haven't
15 looked at the thing in a long time. Yeah.

16 MR. HAVENS: And you were the Maritime
17 attorney for those file numbers in the matters of
18 that public notice. Am I correct?

19 MR. KELLER: Well, I'm the Maritime attorney
20 for purposes of the Hearing proceeding and this

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1 proceeding and occasionally as to some of the
2 regulatory matters, but I'm Maritime's attorney, not
3 the attorney for that file number. No, that file
4 number had to do with.... Usually, those file
5 numbers are attached to the assignee party, but....
6 Yes.

7 [1:30:45.0] MR. HAVENS: Am I not...?

8 MR. KELLER: Yes, I'm the Maritime attorney.
9 I don't know what more I can say.

10 MR. HAVENS: Am I not correct that those file
11 numbers, if looked at, are assignments from Maritime
12 to third parties?

13 MR. KELLER: Yes, which was the purpose of the
14 public notice to change that.

15 MR. HAVENS: Well, I'm just asking one
16 question at a time. And you are the Maritime
17 attorney for those transactions before the FCC,
18 assignments in those file numbers. Am I correct?

19 MR. KELLER: Yes and no. Yes, I mean, I would
20 have been prior, but.... At the time of the Hearing

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1 sometimes the duties were sometimes divided. In
2 other words, to the extent that it had.... While
3 there was some overlap.

4 [1:31:34.4] MR. HAVENS: No, I'm only asking,
5 those applications....

6 MR. KELLER: I'm trying to answer.

7 THE COURT: OK. One more time you interrupt
8 him, then you're going to have to sit down.

9 MR. KELLER: With respect to things that were
10 going on, the duties were somehow divided. I largely
11 was responsible for matters relating to the FCC
12 revocation hearing and, peripherally, the bankruptcy
13 matters. Another attorney was usually responsible
14 for the day-to-day regulatory activities, but there
15 was some overlap. So to the extent there was some
16 overlap, yes, I was the attorney for Maritime with
17 respect to those applications. But those
18 applications were originally filed and largely
19 serviced by another attorney.

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1 MR. HAVENS: But you had some knowledge of
2 the.... [Unclear - simultaneous talking]

3 [1:32:20.7] MR. KELLER: I had knowledge of
4 it, yes.

5 MR. HAVENS: Is there anything in the FCC
6 record of those file numbers, which you're testifying
7 the FCC and the parties, Maritime, Choctaw and the
8 third parties, changed from assignments from Maritime
9 to the third parties to Choctaw from the third
10 parties, is there anything in the FCC record of those
11 file numbers that shows any request by any party to
12 undertake that change or why the FCC undertook the
13 change and placed those file numbers, which had been
14 pending before the FCC for a long time, back on
15 public notice for further potential questions or
16 challenges?

17 MR. GENO: Your Honor, I object. I think
18 there are about six questions in that. I'm not sure
19 which one he wants him to answer.

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1 THE COURT: Are you able to answer that
2 question?

3 [1:33:25.5] MR. KELLER: Let me answer what I
4 think. I mean, let me tell you what I know. Again,
5 as I say, I viewed this as primarily a ministerial
6 matter. In other words, the FCC had assigned the
7 licenses. They now had some assignment applications
8 related to the licenses. So my view is that what is
9 in the record is the public notice. The FCC, out of
10 an abundance of caution.... I think the FCC could
11 have just gone ahead and carried the applications
12 over and granted them as is. But out of an abundance
13 of caution, they issued a public notice to put the
14 world on notice that "Oh, by the way, the assignor is
15 now Choctaw rather than Maritime."

16 Whether they.... I don't.... I'm not aware
17 of what filing Choctaw may have made, may or may not
18 have had. I assume there was some communication
19 about this ministerial action between counsel for

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1 Choctaw and the Bureau, but in fact, I don't know.

2 That's as much as I know.

3 [1:34:18.5] I viewed it primarily as a
4 ministerial fact to clean up the fact that the
5 licenses were no longer held by Maritime.

6 MR. HAVENS: Are you aware of any action by
7 Choctaw to request that change or the assignment of
8 the assignment applications from Maritime as the
9 assignor to Choctaw as the assignor?

10 MR. KELLER: Personally, as I sit here, no.

11 MR. HAVENS: Are you aware of whether or not I
12 filed under that public notice for public comments or
13 challenges a challenge or a petition to deny those
14 assignment applications as they were reformed or
15 restated, as you have testified, as set forth or
16 indicated in the public notice?

17 MR. KELLER: Not intimately, but I vaguely do
18 recall seeing that when it happened.

19 MR. HAVENS: Do you recall if the FCC has
20 decided yet on that petition to deny?

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1 MR. KELLER: Well, I'm not sure that the FCC
2 considered it necessary of ruling or not. All I can
3 tell you is I think that at least, at least in one
4 case that I'm aware of they've already consented to
5 the assignment, so I would assume that they have
6 either ruled on it or have deemed it something not
7 entitled to consideration.

8 [1:35:39.0] MR. HAVENS: And what is that one
9 matter?

10 MR. KELLER: I believe.... And again.... I
11 have not pers.... I believe that they have recently
12 consented to the assignment of the licenses to Puget
13 Sound.

14 MR. HAVENS: From who?

15 MR. KELLER: From, well, it would have been
16 from Choctaw to Puget Sound.

17 MR. HAVENS: After that public notice?

18 MR. KELLER: I'm not sure. Again, as I say,
19 vaguely. That's one thing I know of. That's all I
20 know of.

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EXCERPT: TESTIMONY OF ROBERT KELLER UNDER QUESTIONS BY WARREN HAVENS

1 MR. HAVENS: So you're not sure if it was
2 after that public notice?

3 [1:36:04.1] MR. KELLER: I'm not sure if it
4 was after the public notice.

5 MR. HAVENS: I'm only talking about matters in
6 the public notice.

7 MR. KELLER: I don't know. I don't know the
8 dates. Without looking at all the documents, I can't
9 testify to the sequence.

10 THE COURT: OK, we're going to have to wrap
11 this up.

12 MR. HAVENS: Are you aware of whether or not
13 in the U.S. District Court action in which I was a
14 plaintiff and Maritime was Defendant whether the
15 issue before the Court and decision of the Court
16 rendered any action before the FCC of which I was
17 complaining and that was ongoing to be determined on
18 the basis of the fact and law and therefore closed
19 off further FCC proceedings on the matters of that
20 complaint?

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EXCERPT: TESTIMONY OF ROBERT KELLER UNDER QUESTIONS BY WARREN HAVENS

1 MR. KELLER: I'm not sure I understand the
2 question.

3 [1:37:19.9] MR. GENO: I know I didn't
4 understand it.

5 MR. HAVENS: Did the determination of the
6 Court, District Court in New Jersey, on my complaint
7 against Maritime, which then I appealed at the Third
8 Circuit, did that have an effect to foreclose my
9 parallel claims at the FCC on the same essential
10 matters described in the complaint in New Jersey?

11 MR. KELLER: All I'll assume there
12 [unclear].... That's really a matter of legal
13 opinion rather than fact, but my view is, probably as
14 to some things, yes, and as to other things, maybe.
15 I don't know. I mean certainly on the antitrust
16 Sherman stuff itself, certainly.

17 MR. HAVENS: I didn't mean to ask about it at
18 the trial [unclear].

19 MR. KELLER: Well, I don't know, because I
20 can't.... You're asking a thing about litigation and

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1 antitrust and civil litigation, what I sometimes
2 jokingly refer to as "real law." You know, I just do
3 regulatory stuff, and so I can't.... I'm not really
4 qualified to answer that question.

5 [1:38:25.1] MR. HAVENS: I have one more
6 question, Your Honor.

7 THE COURT: One more and that's it.

8 MR. HAVENS: Are you familiar with the
9 Maritime Communication objection to my petition to
10 deny the renewal of the Maritime Atlantic Coast site-
11 based license WRV374 submitted in the year 2011?

12 MR. KELLER: Without confirming the date one
13 way or the other, yes, I am.

14 MR. HAVENS: Are you aware that in that
15 objection Maritime stated that the evidence of its
16 site-based licenses' leases, equipment obtained,
17 construction and other activities were in records
18 which Maritime, when it bought those licenses in
19 alleged physical facilities chose not to keep but to
20 let the seller Mobex keep in place in storage?

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EXCERPT: TESTIMONY OF ROBERT KELLER UNDER QUESTIONS BY WARREN HAVENS

1 [1:39:42.3] MR. KELLER: I'm aware that there
2 was some discussion about those documents in the
3 renewal application. I don't know that I accept the
4 characterization of your question.

5 THE COURT: We're well beyond relevant
6 matters. That will conclude your presentation.
7 Redirect?

8 MR. GENO: No redirect, Your Honor.

9 THE COURT: You may step down.

10 MR. KELLER: Thank you, Your Honor.

11 MR. GENO: And that concludes our
12 presentation, Your Honor.

13 THE COURT: All right. Thank you. Right.

14 [1:40:04.5]